

## ADVERTISEMENT FOR BIDS

### SECTION 00000

Sealed bids will be received at the office of the Bureau of Building, Grounds and Real Property Management, 501 North West Street, Suite 1401B [Woolfolk Building], Jackson, Mississippi, 39201 until 2:00:00 p. m. on

\_\_\_\_\_, \_\_\_\_\_  
(Day) (Date)

Project # \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Project Title)  
(Using Agency)  
(Location)

at which time they will be publicly opened and read. Contract Documents may be obtained from:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: (    ) \_\_\_\_\_  
Email: \_\_\_\_\_

A deposit of \$\_\_\_\_\_ is required. Bid preparation will be in accordance with *Instructions to Bidders* bound in the Project Manual. The Bureau of Building, Grounds and Real Property Management reserves the right to waive irregularities and to reject any or all bids. **NOTE: Telephones and desks will not be available for bidders use at the bid site.**

Glenn R. Kornbrek, Bureau Director

Dates of Publication:

\_\_\_\_\_  
\_\_\_\_\_

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# INSTRUCTIONS TO BIDDERS

## SECTION 00100

### PART 1 - GENERAL

- 1.01 **QUESTIONS:** Questions should be directed to the Professional. Should a Bidder find discrepancies in, or omissions from, the Drawings or Project Manual, or be in doubt as to their meaning, the Bidder should immediately notify the Professional. The Professional will send written instruction(s) or interpretation(s) to all known holders of the documents. Neither the Owner, nor the Professional, will be responsible for any oral instruction or interpretation.
- 1.02 **BIDDER'S QUALIFICATIONS:**
- A. **Certificate of Responsibility:** The Mississippi State Board of Contractors is responsible for issuing Certificates of Responsibility to Contractors. To be awarded a Contract for public work, Sections 31-3-15 and 31-3-21 of the **Mississippi Code 1972, Annotated** requires a Contractor to have a current Certificate of Responsibility at bid time and during the entire length of the job. The Certificate of Responsibility number issued becomes a significant item in all public bidding.
  - B. **Bid Under \$50,000:** If a Bidder submits a bid not exceeding \$50,000, no Certificate of Responsibility number is required; however, a notation stating the *bid does not exceed \$50,000* must appear on the face of the envelope, or a Certificate of Responsibility number.
  - C. **Bid Over \$50,000:** Each Bidder submitting a bid in excess of \$50,000 must show its Certificate of Responsibility number on the bid and on the face of the envelope containing the bid.
  - D. **Joint Venture Bid:** When multiple Contractors submit a joint venture bid in excess of \$50,000, a *joint venture* Certificate of Responsibility number must be shown on the bid and on the face of the envelope containing the bid. If the Multiple-Contractor joint venture has no *joint venture* Certificate of Responsibility number, each of the Contractors participating in the bid must indicate their individual Certificate of Responsibility numbers on the bid and on the face of the envelope.
- 1.03 **NON-RESIDENT BIDDER:** When a non-resident Bidder (a Contractor whose principal place of business is outside the State of Mississippi) submits a bid for a Mississippi public works project, one of the following is required and shall be submitted with the Proposal Form:
- A. **Copy of Law:** If the non-resident Bidder's state has a resident Bidder preference law, a copy of that law shall be submitted with the Proposal Form.
  - B. **Statement:** If the state has no such law then a statement indicating *the State of (Name of State) has no resident Contractor preference law* shall be submitted with the Proposal Form.
- 1.04 **DISQUALIFICATION OF BIDDER:** A Bidder may be disqualified for any of the following reasons: (see 600.53)
- A. Failure to comply with the bid requirements.
  - B. Bidder is in arrears on existing Contracts with the Bureau or another state agency.
  - C. Bidder is, or anticipates being, in litigation or arbitration with the Bureau or another state agency.
  - D. Bidder has defaulted on a previous Contract.
- 1.05 **CONDITIONS OF WORK:** Each Bidder must fully inform himself of all conditions relating to the construction of the Project and employment of labor thereon. Failure to do so will not relieve a successful Bidder of obligations to furnish all material and labor necessary to carry out the provisions of the Contract. Insofar as possible, the Bidder must employ methods, or means, which will not cause interruption of, or interference with, the work of any other Bidder, or Contractor.
- 1.06 **EXAMINATION OF SITE:** All Bidders, including the general Contractor and Subcontractors, shall visit the building site, compare the Drawings and Project Manual with any work in place and be informed of all conditions. Failure to visit the site will in no way relieve the successful Bidder from furnishing any materials or performing any work required to complete work in accordance with Drawings and Project Manual without additional cost to the Owner.
- 1.07 **LAWS AND REGULATIONS:** The Bidder's attention is directed to the fact that all applicable Mississippi state laws, rules and regulations of all authorities having jurisdiction over construction of the Project apply to the Contract.

- 1.08 **OBLIGATION OF BIDDER:** At the bid opening, each Bidder will be presumed to have inspected the site, read and become thoroughly familiar with the Drawings and the Project Manual, including all addenda.
- 1.09 **BID DOCUMENT DEPOSIT AND RETURN:** The deposit amount is indicated in the Advertisement for Bids. Upon returning the documents to the Professional within ten (10) days of the bid date and in good condition, all document holders will be refunded one-half (1/2) of the deposit. Further, any general contractor submitting a bid and all mechanical and/or electrical Subcontractors will be refunded one hundred percent (100%) of the deposit on one (1) set and fifty percent (50%) for each additional set. No partial sets of documents will be issued. Selected plan rooms will be issued one (1) set of documents without charge.

## **PART 2 - PROPOSAL FORM**

- 2.01 **METHOD OF BIDDING:** Lump sum, single bids received on a general contract will include general, mechanical and electrical construction and all work shown on Drawings or specified in the Project Manual.
- 2.02 **PROPOSAL FORMS:** The Bidder shall make all proposals on forms provided and shall fill all applicable blank spaces without interlineations or alteration and must not contain recapitulation of the work to be done. No oral or telegraphic proposals will be considered.
- 2.03 **TIME OF COMPLETION:** The Bidder shall agree to commence work on, or before, a date specified in a written *Notice to Proceed* and fully complete the Project within the calendar days indicated on the Proposal Form.
- 2.04 **BASE BID AND ALTERNATES:**
- A. On the Proposal Form, the Bidder shall write out the Base Bid amount in words and include the numerical amount. The written word shall govern.
  - B. The Proposal Form shall contain a brief description of each alternate modifying the scope. The Bidder shall write out the amount in words and include the numerical amount for each alternate. The written word shall govern. Refer to Section 01030 entitled *Alternates* for additional information.
- 2.05 **SUBSTITUTIONS:** No substitutions, qualifications or redefining of the Specification requirements are allowed to be marked on the Proposal Form, unless specifically required by the Bid Documents. Refer to Section 01630 entitled *Substitutions and Product Options* which covers procedures after the award of Contract.
- 2.06 **ADDENDA:** Any addenda to the Drawings or Project Manual issued before or during the time of bidding shall be included in the proposal and become a part of the Contract. The Proposal Form will have ample space to indicate the receipt of addenda. When completing the Proposal Form, the Bidder shall list the Addendum number and the date received in spaces provided.
- 2.07 **BIDDER IDENTIFICATION:**
- A. **Signature:** The Proposal Form shall be signed by any individual authorized to enter into a binding agreement for the Business making the bid proposal.
  - B. **Name of Business:** The name appearing on the Proposal Form should be the complete spelling of bidder's name - exact as recorded at the Secretary of State [<http://www.sos.state.ms.us/busserv/corp/soskb/csearch.asp>] which should be the same as you applied for at the Mississippi State Board of Contractors [<http://www.msdoc.us/Search2.CFM>] (see 2.07, 3.01, 5.01, proposal form)
  - C. **Legal Address:** The address appearing on the Proposal Form should be the same address exact as recorded at the Secretary of State [<http://www.sos.state.ms.us/busserv/corp/soskb/csearch.asp>] which should be the same as you applied for at the Mississippi State Board of Contractors [<http://www.msdoc.us/Search2.CFM>]
  - D. **Certificate of Responsibility Number(s):** The Certificate of Responsibility Number(s) appearing on the Proposal Form should be the same number appearing in the current Mississippi State Board of Contractors Roster.
- 2.08 **BID SECURITY:** The Bid Security shall be in the form of a Bid Bond, or a Certified Check: (modified Dec 2013 SoS) (see also 4.07 herein, 600.42, 600.57.9, 00600, 00650)
- A. **Bid Bond:** The Bidder may submit a Bid Bond by a Surety licensed in Mississippi in the amount of five percent (5%) of the base bid. The Bid Bond shall be duly executed by the Bidder, a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department OR signed by the Surety AND countersigned by a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department. [http://www.mid.state.ms.us/licapp/search\\_main.aspx](http://www.mid.state.ms.us/licapp/search_main.aspx) <https://www.mid.ms.gov> (or most up-to-date link) (No standard form is required for the Bid Bond.)

B. **Certified Check:** The Bidder may submit a certified check made out to the *Bureau of Building, Grounds and Real Property Management* in the amount of five percent (5%) of the base bid. All checks received from Bidders will be returned upon request, unless a Bidder is one (1) of the three (3) apparent low Bidders. The three (3) apparent low Bidder's checks will be held for forty-five (45) days, unless a Contract is awarded and executed in less time.

2.09 **POWER OF ATTORNEY:** Each bid security must be accompanied by an appropriate Power of Attorney. No Power of Attorney is necessary with a certified check.

### PART 3 - SUBMITTING THE PROPOSAL FORM

3.01 **SUBMITTAL:** A bid must be delivered to the address indicated on the Advertisement for Bids prior to the time and date stated. Only one original of Bid Proposal shall be submitted which should be sealed in an opaque envelope marked, mailed or hand-delivered as follows: (beginning 1/1/09 and for a reasonable time period, a duplicate copy will not disqualify your bid, but the second copy, without comparison, will be destroyed in the bid opening, not read aloud nor used thereafter, in order to prevent inadvertent differences in the duplicate forms): (also see 600.42)

*(In upper left hand corner)*

**Name of Firm** (complete spelling of bidder's name and address – exact as recorded at the Secretary of State which should be the same as you applied for at the Mississippi State Board of Contractors – see 2.07, 3.01, 5.01)

*(Bid shall be addressed and delivered to)*

Bureau of Building, Grounds and Real Property Management  
501 North West Street, Suite 1401B [Woolfolk Building]  
Jackson, Mississippi 39201

*(In lower left hand corner)*

Bid for Project # \_\_\_\_\_

Title \_\_\_\_\_

Using Agency \_\_\_\_\_

Certificate of Responsibility # \_\_\_\_\_ (for over \$50,000.00)

Under \$50,000.00 (add statement)

If the Bid is mailed, the bid envelope shall be placed inside a second envelope to prevent inadvertent premature opening of the Proposal.

3.02 **MODIFICATION TO BID:** A bidder may modify the bid prior to the scheduled closing time indicated in the Advertisement for Bids in the following manner:

- A. **Notification on Envelope:** A modification may be written on the outside of the sealed envelope containing the bid.
- B. **Facsimile:** A facsimile (fax) will not be acceptable.

3.03 **WITHDRAWAL OF BID:** Any bid may be withdrawn prior to the scheduled time for opening of bids. However, bids may not be withdrawn until forty-five (45) days after bid opening.

### PART 4 - BID OPENING AND AWARD OF CONTRACT

4.01 **OPENING OF BIDS:** Bids will be publicly opened shortly after the time stated in the Advertisement for Bids. Bidder representatives are invited; however, attendance is not mandatory.

Closure of agency preventing the opening of bids at the advertised date and time due to Force Majeure Event reasons will result in bids being publicly opened . . . on the next business day that the agency shall be open and at the previously advertised time . . . . See 600.47 of the BoB Procedure Manual for wording in detail. (added Jan 2015)

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- 4.02 **IRREGULARITIES:** The omission of any information requested on the Proposal Form may be considered as an informality, or irregularity, by the awarding public body when in their opinion the omitted information does not alter the amounts contained in the submitted bid proposal, or place other Bidders at a disadvantage.
- 4.03 **PROTEST:** Any protest must be delivered in writing to the Owner within twenty-four (24) hours after the bid opening.
- 4.04 **ERRORS:** Any claim of error and request for release from bid must be delivered in writing to the Owner within twenty-four (24) hours after the bid opening. The Bidder shall provide sufficient documentation with the written request clearly proving an error was made.
- 4.05 **AWARD OF CONTRACT:** The Owner reserves the right to reject any, or all bids. A Contract will be awarded on the basis of the low base bid, or low combination of base bid and those alternates selected by the Owner in any order determined to be in the best interest of the Using Agency and which produces a total within available funds.
- 4.06 **FAILURE TO ENTER INTO A CONTRACT:** The Bidder shall forfeit the Bid Security to the Owner as liquidated damages for failure, or refusal, to execute and deliver the Contract, Bond and Certificate of Insurance within ten (10) working days after notice of the acceptance of the bid/receipt of Contracts from the Professional. (*“working” days added 11/3/10 (modified Jan 2015)*)
- 4.07 **SECURITY FOR FAITHFUL PERFORMANCE:** (modified Dec 2013 SoS; Jan 2015 SoS) (see also 2.08 herein, 600.42, 600.57.9, 00600, 00650)  
Simultaneously, with delivery of the executed Contract, the Contractor will furnish a Surety Bond, or Bonds, as security for faithful performance, the payment of all persons performing labor on the project, and furnishing materials in connection with this Contract. The Surety on such Bond, or Bonds, will be a duly authorized surety company satisfactory to the Owner and meeting all of the following requirements:
- A. Licensed at the time of award by the State of Mississippi's Commissioner of Insurance for the purpose of providing surety. . <http://www.mid.state.ms.us/licapp/search-main.aspx> <https://www.mid.ms.gov> (or most up-to-date link)
  - B. Listed at the time of award in the Department of the Treasury's **Federal Register** as a company holding certificates of authority as acceptable sureties on Federal Bonds, commonly referred to as the Treasury List.
  - C. All Bonds shall be executed on the form provided in the Project Manual under Section 00600 entitled *Contract Bond*.
  - D. The Contract Bond shall be duly executed by the Bidder, a Surety licensed in Mississippi signed by a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department OR signed by the Surety AND countersigned by a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department with the name and address typed, or lettered legibly. (with Surety Seal, preferably embossed seal). <http://www.mid.state.ms.us/licapp/search-main.aspx> <https://www.mid.ms.gov> (or most up-to-date link)
  - E. All Bonds must be accompanied by an appropriate Power of Attorney dated same as Contract Bond (with Seal, preferably embossed seal).

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## PART 5 - BIDDER'S CHECKLIST

The following checklist is for the Bidder's assistance only. It is not inclusive and **is not a part of the bid documents**; therefore, this checklist does not have to be included with the Proposal Form when submitting a bid proposal.

- 5.01 **PROPOSAL FORM:** (only one original proposal form to be submitted) (also see 3.01 and 600.42 of Manual)
- Base Bid**
- ☐ Write in the amount of the base bid in words and numbers. The written word shall govern.
- Alternates**
- ☐ Write in each alternates amount in words and numbers. The written word shall govern.
- Addenda**
- ☐ Acknowledge the receipt of each addendum by writing in the number of the addendum and the date received.
- Acceptance**
- ☐ Proposal is signed by authorized person
- ☐ Name of Business - complete spelling of bidder's name and address - exact as recorded at the Secretary of State  
[<http://www.sos.state.ms.us/busserv/corp/soskb/csearch.asp>] which should be the same as you applied for at the Mississippi State Board of Contractors [<http://www.msboconline.org/Search2.CFM>] (see 2.07, 3.01, 5.01, proposal form)
- ☐ Legal address of the business listed above (at SOS and Contractor's Board)
- ☐ Correct Certificate of Responsibility Number(s) as it appears in the current Mississippi State Board of Contractors Roster
- Certificate of Responsibility Number(s) on envelope (see below for on proposal form)**
- ☐ Base Bid is under \$50,000 and no number is required
- ☐ Base Bid is under \$50,000 and the statement "bid does not exceed \$50,000" is on the outside of the sealed envelope
- ☐ Base Bid is over \$50,000 and number is required
- ☐ Joint Venture and *joint venture* number is required
- OR** ☐ Joint Venture participants' numbers are required
- 5.02 **BID SECURITY:**
- ☐ Included Bid Bond
- OR** ☐ Included Certified Check
- 5.03 **POWER OF ATTORNEY:**
- ☐ Included Power of Attorney
- 5.04 **NON-RESIDENT BIDDER:**
- ☐ Attached a Copy of Non-Resident Bidder's Preference Law
- OR** ☐ Attached a Statement
- 5.05 **SUB-CONTRACTORS NAME Refer to 1.04 for responsiveness** (modified Dec 2013 SoS per 10/17/12 Addendum 1)
- ☐ List ~~your~~ any Mechanical, Plumbing, and/or Electrical Sub-Contractors regardless of cost. \* List name even for under \$50,000
- \* Fire Protection Sprinkler Contractors do not have to be listed
- \* If there is a separate HVAC/Plumbing Sub-Contractor, so notate as mentioned herein
- \* If Mechanical, Plumbing, and/or Electrical Sub-Contractor is performed by the General, be sure the General has a COR for said discipline
- \* If there is no Mechanical, Plumbing, and/or Electrical Sub-Contractor listed, then use of Sub-Contractor to perform such scope will not be permitted.
- 5.06 **SUB-CONTRACTORS' COR NUMBER Refer to 1.04 for responsiveness** (modified Dec 2013 SoS per 10/17/12 Addendum 1)
- ☐ \* List Certificate of Responsibility Number for any listed Sub-Contractor over \$50,000.00
- \* If under \$50,000 – so notate on the COR line “under \$50,000” (or can still show COR#)
- \*\*\* END OF SECTION \*\*\*

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## PROPOSAL FORM

### SECTION 00300

To: Bureau of Building, Grounds and Real Property Management  
501 North West Street, Suite 1401B [Woolfolk Building]  
Jackson, Mississippi 39201

Re: Project # \_\_\_\_\_  
Project Title \_\_\_\_\_  
Location \_\_\_\_\_

I propose to complete all work in accordance with the Project Manual and Drawings within \_\_\_\_\_ consecutive calendar days for the sum of: (Professional must specify number of days)

**BASE BID:** (Write in the amount of the base bid in words and numbers. The written word shall govern.)

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

**ALTERNATES:** (Write in the amount of all of the alternates in words and numbers. The written word shall govern.)

**Alternate #1** ( ) Adds ( ) Deducts

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

\_\_\_\_\_ Description \_\_\_\_\_

**Alternate #2** ( ) Adds ( ) Deducts

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

\_\_\_\_\_ Description \_\_\_\_\_

**Alternate #3** ( ) Adds ( ) Deducts

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

\_\_\_\_\_ Description \_\_\_\_\_

**Alternate #4** ( ) Adds ( ) Deducts

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

\_\_\_\_\_ Description \_\_\_\_\_

**Alternate #5** ( ) Adds ( ) Deducts

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

\_\_\_\_\_ Description \_\_\_\_\_

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**ADDENDA ACKNOWLEDGMENT:** (date below can be the date Addendum was issued OR the date Addendum was received by Bidder)

No. \_\_\_\_\_ Date \_\_\_\_\_ No. \_\_\_\_\_ Date \_\_\_\_\_

No. \_\_\_\_\_ Date \_\_\_\_\_ No. \_\_\_\_\_ Date \_\_\_\_\_

↑Complete all lines including #1↑

**ACCEPTANCE:**

I certify that I am authorized to enter into a binding contract, if this Proposal is accepted.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name and Title \_\_\_\_\_

Name of Business \_\_\_\_\_

Complete spelling of bidder's name and address - **exact as recorded at the Secretary of State**

[<http://www.sos.state.ms.us/busserv/corp/soskb/csearch.asp>] which should be the same as you applied for at the Mississippi State Board of

Contractors [<http://www.msdoc.us/Search2.CFM>] (see 2.07, 3.01, 5.01) **PLEASE LOOK IT UP at SoS. SoS rules when the 2 are different.**

Address \_\_\_\_\_ (mailing)

Address \_\_\_\_\_ (physical)

City/State/Zip Code \_\_\_\_\_ County \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

■ **Bidder's Certificate of Responsibility Numbers(s):** \_\_\_\_\_

■ **MINORITY BUSINESS ENTERPRISE?** Yes \_\_\_\_\_ No \_\_\_\_\_ (to assist with Code 57-1-57)

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■ Attach copy of Non-Resident Bidder's Preference Law (5.04 of Bidder's Checklist)

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■ **Mechanical / Plumbing / Electrical Contractors:** (modified Dec 2013 SoS per 10/17/12 Addendum 1 & Feb 2014)

Regarding said Divisions of the Specifications of the BoB Standard Form of Agreement Between The Owner and The Contractor

List any Mechanical/Plumbing and/or Electrical Sub-Contractors that will perform work of this contract. COR must be included where sub-contract exceeds \$50,000.00. If no sub-contractor is listed, and such work is within scope of contract, bidder's own COR classification(s) must be sufficient to self-perform any such work. If no sub-contractor is listed, then use of sub-contractor to perform such scope will not be permitted. This is in accordance with 5.05 and 5.06 of the Bidder's Checklist revised below.

Mechanical Contractor: \_\_\_\_\_

Certificate of Responsibility No. \_\_\_\_\_

Plumbing Contractor: \_\_\_\_\_

Certificate of Responsibility No. \_\_\_\_\_

Electrical Contractor: \_\_\_\_\_

Certificate of Responsibility No. \_\_\_\_\_

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■ Mississippi Department of Agriculture & Commerce  
Bureau of Plant Industry  
Landscape License Number \_\_\_\_\_ MS Code 69-19-1 – 69-19-15

↑Complete for prime landscaping projects



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# STANDARD FORM OF AGREEMENT BETWEEN THE OWNER AND THE CONTRACTOR

## SECTION 00500

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the Owner,

Bureau of Building, Grounds and Real Property Management  
501 North West Street, Suite 1401B [Woolfolk Building]  
Jackson, Mississippi 39201

created by Section 7-1-451 et seq., and Section 31-11-1, et seq., **Mississippi Code of 1972, Annotated**, and acting for the State of Mississippi;

and between the Contractor:

Business Name \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

The Contractor is a (check and complete one of the following):

\_\_\_\_\_ ☐ CORPORATION or ☐ LLC solely organized and existing under the laws of the State of \_\_\_\_\_  
and having its principal office in \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(City) (County) (State)

\_\_\_\_\_ PARTNERSHIP of the following (list all partners):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ SOLE PROPRIETORSHIP

For the following Project:

GS#

This Agreement entered into as of the day and year first written above:

OWNER: BUREAU OF BUILDING, GROUNDS AND  
REAL PROPERTY MANAGEMENT

CONTRACTOR:

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Glenn R. Kornbrek, Director  
(Name and Title)

\_\_\_\_\_  
(Name and Title)

APPROVED AS TO FORM:

By: \_\_\_\_\_  
(Signature of Attorney)

THE OWNER AND THE CONTRACTOR AGREE AS SET FORTH IN PAGES ONE THROUGH THREE, ARTICLES ONE THROUGH FIVE, AS FOLLOWS:

Division 0

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**ARTICLE 1: THE WORK AND CONTRACT DOCUMENTS**  
**THE WORK**

1.1.1 The Contractor will perform all the work required by the Contract Documents for the Project indicated above.

1.2 **THE CONTRACT DOCUMENTS**

1.2.1 The Contract Documents which constitute the entire Agreement between the Owner and the Contractor, are enumerated as follows:

1.2.2 Project Manual dated \_\_\_\_\_

**BIDDING REQUIREMENTS**

Advertisement for Bids

Instructions to Bidders

Proposal Form

**STANDARD FORM OF AGREEMENT BETWEEN THE OWNER AND THE CONTRACTOR**

**CONTRACT BOND**

**POWER OF ATTORNEY**

**CERTIFICATE OF INSURANCE**

**CONDITIONS OF THE CONTRACT**

General Conditions

Supplementary Conditions

Labor Requirements

Addenda

**SPECIFICATIONS (check the specs listed on the contents and included in the manual)**

\_\_\_ Division One: General Requirements

\_\_\_ Division One Supplements

\_\_\_ Division Two: Site Work

\_\_\_ Division Three: Concrete

\_\_\_ Division Four: Masonry

\_\_\_ Division Five: Metals

\_\_\_ Division Six: Wood and Plastics

\_\_\_ Division Seven: Thermal and Moisture Protection

\_\_\_ Division Eight: Doors and Windows

\_\_\_ Division Nine: Finishes

\_\_\_ Division Ten: Specialties

\_\_\_ Division Eleven: Equipment

\_\_\_ Division Twelve: Furnishings

\_\_\_ Division Thirteen: Special Construction

\_\_\_ Division Fourteen: Conveying Systems

\_\_\_ Division Fifteen: Mechanical

\_\_\_ Division Sixteen: Electrical

\_\_\_ Division Seventeen: Commissioning

1.2.3 **Addenda**

Addendum No. 1, dated \_\_\_\_\_

Addendum No. 2, dated \_\_\_\_\_

Addendum No. 3, dated \_\_\_\_\_

Addendum No. 4, dated \_\_\_\_\_

Addendum No. 5, dated \_\_\_\_\_

1.2.4 **Drawings dated** \_\_\_\_\_

Sheets No. \_\_\_\_\_ through \_\_\_\_\_

Sheets No. \_\_\_\_\_ through \_\_\_\_\_

Sheets No. \_\_\_\_\_ through \_\_\_\_\_

Sheets No. \_\_\_\_\_ through \_\_\_\_\_

Sheets No. \_\_\_\_\_ through \_\_\_\_\_

Sheets No. \_\_\_\_\_ through \_\_\_\_\_

Sheets No. \_\_\_\_\_ through \_\_\_\_\_

Sheets No. \_\_\_\_\_ through \_\_\_\_\_

Sheets No. \_\_\_\_\_ through \_\_\_\_\_

Sheets No. \_\_\_\_\_ through \_\_\_\_\_

Sheets No. \_\_\_\_\_ through \_\_\_\_\_

Sheets No. \_\_\_\_\_ through \_\_\_\_\_

1.2.5.1 Other documents, dated \_\_\_\_\_

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**Division 0**

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## ARTICLE 2: CONTRACT SUM

### 2.1 CONTRACT SUM

- 2.1.1 The Owner will pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract sum of \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_). The Contract sum is determined as follows:

Base Bid	\$ _____
Modifications ( ) Adds ( ) Deducts	\$ _____
Negotiations	\$ _____
Alternate No. _____ ( ) Adds ( ) Deducts	\$ _____
Alternate No. _____ ( ) Adds ( ) Deducts	\$ _____
Alternate No. _____ ( ) Adds ( ) Deducts	\$ _____
Alternate No. _____ ( ) Adds ( ) Deducts	\$ _____
Alternate No. _____ ( ) Adds ( ) Deducts	\$ _____
<b>Total Contract Sum</b>	\$ _____

### 2.2 LIQUIDATED DAMAGES

- 2.2.1 The stipulated liquidated damages described in Paragraph 9.11 of the *Supplementary Conditions* are in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for each calendar day.

## ARTICLE 3: CONTRACT TIME

### 3.1 TIME

- 3.1.1 The work to be performed under this Contract shall be commenced upon the date stated in the *Notice to Proceed*. The work is to be substantially complete, subject to approved Change Orders, no later than \_\_\_\_\_ calendar days from the date stated in the *Notice to Proceed*.

## ARTICLE 4: PAYMENTS AND FINAL PAYMENTS

### 4.1 PROGRESS PAYMENTS

- 4.1.1 Based upon applications for payment submitted to the Professional by the Contractor and *Certificates for Payment* issued by the Professional, the Owner will make progress payments on account of the Contract sum to the Contractor as provided in the Contract Documents.

### 4.2 FINAL PAYMENT

- 4.2.1 Final payment constituting the entire balance of the Contract sum will be paid by the Owner to the Contractor when the work has been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Professional and approved by the Owner.

## ARTICLE 5: MISCELLANEOUS PROVISION

### 5.1 DEFINITION OF TERMS

- 5.1.1 Terms used in this Agreement which are defined in the Conditions of the Contract will have the meanings designated in those Conditions.

### 5.2 CONTRACTOR'S INTEREST IN AGREEMENT

- 5.2.1 The Contractor will not assign, sublet, or transfer the interest in this Contract agreement without the written consent of the Owner. The Owner and Contractor hereby agree to the full performance of the covenants contained herein.

### 5.3 PROFESSIONAL

- 5.3.1 The Professional assigned to this Project is as follows:

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax Number \_\_\_\_\_ E-Mail Address \_\_\_\_\_

\*\*\* END OF SECTION \*\*\*

Division 0

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# CONTRACT BOND

## SECTION 00600

### I. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS: THAT \_\_\_\_\_,  
Principal, a \_\_\_\_\_, residing at \_\_\_\_\_,  
\_\_\_\_\_, authorized to do business in the State of Mississippi under  
the laws thereof, and \_\_\_\_\_ Surety, a corporation of the State of  
\_\_\_\_\_, authorized to do business in the State of Mississippi under the laws thereof, are held and firmly bound  
unto the Bureau of Building, Grounds and Real Property Management of the State of Mississippi, Oblige, hereinafter referred to as "Owner," for the  
use and benefit of the Owner and those claimants and others set forth herein below and described in Sections 31-5-51 and 31-5-3, **Mississippi Code  
of 1972, Annotated**, as amended, in the amount of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_), lawful  
money of the United States, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and  
assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_, 20\_\_\_\_\_, entered into a Contract with the  
Owner for the following:

\_\_\_\_\_  
\_\_\_\_\_  
as provided in said Contract and in accordance with the Contract Documents. All of the terms and provisions of the above mentioned Contract,  
drawings, Project Manual, and addenda are by reference made a part hereof and fully incorporated herein, and are hereinafter referred to as "the  
Contract." All of the terms and provisions of Sections 31-5-51, 31-5-3, supra, Section 31-5-53 of the **Mississippi Code of 1972, Annotated**, as  
amended, and all other code sections cited herein are also by reference made a part hereof and fully incorporated herein.

### II. PERFORMANCE BOND

NOW, THEREFORE, the condition of this Performance Bond is such that if Principal shall promptly and faithfully perform said Contract, then this  
obligation shall be null and void; otherwise, it shall remain in full force and effect, subject however, to the following conditions:

Whenever the Owner has performed its obligation but the Principal has defaulted under the terms of the Contract, or any portion thereof, and the  
Owner has declared the Principal to be in default, the Surety shall promptly:

1. Remedy the default, or
2. Complete the Contract in accordance with its terms and conditions, or
3. Procure the completion of the Contract in accordance with its terms and conditions.

Even if there should be a succession of defaults, the Surety is responsible for completion of the Contract. The Surety shall provide sufficient funds to  
pay the cost of completion of the Contract in its entirety including other costs and damages for which the Surety may be liable thereunder, less the  
balance of the Contract price. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by Owner to  
Principal under the Contract and any Change Orders thereto, less the amount paid by Owner to Principal.

### III. LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, the condition of this Labor and Material Payment Bond is such that if Principal shall promptly make payments to all persons  
supplying labor or material used in the prosecution of the work under said Contract, then this obligation shall be null and void; otherwise, it shall  
remain in full force and effect; however, the Owner shall not be liable for the payment of any costs or expenses of any suit described in Subsection (2)  
of Section 31-5-51, supra.

#### IV. BOND FOR PAYMENT OF TAXES AND OTHER ASSESSMENTS

NOW THEREFORE, the condition of this Bond for Payment of Taxes and Other Assessments is such that if Principal shall promptly make payment of all taxes, licenses, assignments, contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the State of Mississippi, or any County, Municipality, Board, Department, Commission, or political subdivision thereof, by reason of and directly connected with the performance of said Contract or any part thereof as provided by Sections 27-65-1, 27-65-21, 27-67-1, and 31-5-3, **Mississippi Code 1972, Annotated**, or any other applicable statute or other authority, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

#### V. GENERAL CONDITIONS

The following conditions apply to all three (3) of the above-mentioned Bonds:

1. The Performance Bond is for an amount equal to the full amount of said Contract.
2. The Labor and Material Payment Bond is for an amount equal to the full amount of said Contract.
3. If any changes are made in the work, or any extensions of time are granted, or any increases in the total dollar amount of the Contract are made, such changes, extensions, increases, or other forbearance on the part of either the Owner or the Principal will not, in any way, release the Principal and Surety, or either of them, from their liability hereunder, or any portion thereof, notice to the Surety of any such change, extension, increase, or forbearance being expressly waived.
4. These Bonds are governed by and shall be construed in accordance with Mississippi law. Any inconsistency with these Bonds and any provision of Mississippi law shall be remedied by deleting the inconsistent portion of these Bonds and leaving the remaining consistent portions in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

SURETY \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Attorney-in-Fact  
(Typed Name) (Title)

\_\_\_\_\_  
(Surety Address)

\_\_\_\_\_  
(Surety City/State/Zip/Phone)

COUNTERSIGNED:

MISSISSIPPI LICENSED AGENT COMPANY NAME

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Licensed Mississippi Agent  
(Typed Name) (Title)

\_\_\_\_\_  
(MS Licensed Agent Address)

\_\_\_\_\_  
(MS Licensed Agent City/State/Zip/Phone)

PRINCIPAL \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name and Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City/State/Zip/Phone)

Surety Company, Surety Agent's Name, Address, etc. should be typed and with seal (preferably embossed seal) on Bond and P/A. The P/A should be for the Attorney-in-Fact with seal (preferably embossed seal).

The Contract Bond shall be duly executed by the Bidder AND a MS Licensed Agent said Surety approved by the MS Ins Dept  
OR  
signed by the Surety's Agent AND countersigned by a MS Licensed Agent for said Surety approved by the MS Ins Dept.

Countersignature can be the same as the Attorney-in-Fact when the Attorney-in-Fact is licensed in Mississippi. Countersignature will be different when the Attorney-in-Fact is "not" licensed in Mississippi. P/A will be for the Attorney-in-Fact.

Check the Surety Company AND the Surety Agent  
AND/OR the Countersignature at MS Ins Dept web:  
<http://www.mid.state.ms.us/licapp/search-main.aspx> <https://www.mid.ms.gov>  
(or most up-to-date link)

Easier to locate Agent at MID when name agrees with MID licensed name.)

(Bond Agent MID or Code requirements are different from the Ins Cert Agent MID or Code requirements.)

## SECTION 00650

### STANDARD CONSTRUCTION CONTRACT CERTIFICATE OF INSURANCE

This certificate of insurance neither affirmatively nor negatively amends, extends, or alters the coverage afforded by the policies below.

<b>INSURED:</b> (Contractor's Name & Address)				<b>COMPANIES PROVIDING COVERAGE w/ MID Lic or NAIC #</b>		
				<b>A</b>	#	
<b>PROJECT:</b> (Number, Name & Location)				<b>B</b>	#	
				<b>C</b>	#	
				<b>D</b>	#	
				<b>E</b>	#	
<b>OWNER:</b> Bureau of Building, Grounds & Real Property Management				<b>F</b>	#	
				<b>G</b>	#	
				Companies above must be approved by the MS Ins Dept at <a href="https://www.mid.ms.gov">https://www.mid.ms.gov</a> (or most up-to-date link) per Code & WComp at <a href="http://www.mwcc.ms.gov/">http://www.mwcc.ms.gov/</a> (MID mod'd 041615)		
Type Insurance	Co	Policy Number	Policy Period	Coverage and Minimum Amount		
General Liability Commercial General Liability				General Aggregate		\$ 1,000,000
				Products Comp/Ops (Aggregate)		\$ 1,000,000
				Personal Injury (Per Occurrence)		\$ 500,000
				BI & PD (Per Occurrence)		\$ 1,000,000
				Fire Damage (Per Fire)		\$ 50,000
				Medical Expense (Per Person)		\$ 5,000
Owners/Contractors Protective Liability				General Aggregate		\$ 1,000,000
				Per Occurrence		\$ 500,000
Automobile Liability				Bodily Injury/Property Damage Combined Single Limit (Per Occurrence)		\$ 500,000
				<b>OR</b>	Bodily Injury (Per Person)	\$ 250,000
					Bodily Injury (Per Accident)	\$ 500,000
					Property Damage (Per Occurrence)	\$ 100,000
* Excess Liability (Umbrella on projects over \$500,000)				Aggregate		\$ 1,000,000
				Per Occurrence		\$ 1,000,000
Workers' Compensation (As required by Statute) Employers' Liability				Accident (Per Occurrence)		\$ 100,000
				Disease-Policy Limit		\$ 500,000
				Disease-Per Employee		\$ 100,000
Property Insurance (not required when project is demolition ONLY – required for ALL other projects including paving)				<b>OR</b>		
				Builders' Risk	Must be equal to	
				Installation Floater	Value of Work	
Other						
Certification: I certify that these policies (subject to their terms, conditions and exclusions) have been (1) issued to the Insured for the coverages and at least the amounts as indicated by companies licensed in Mississippi; (2) countersigned by a Mississippi Licensed Agent; and (3) endorsed to require the company to give thirty (30) days written notice to the Owner prior to cancellation or non-renewal of above.						
<b>Producing Agent:</b> (Name, Address and Telephone)						
				(Signature) (Date)		
				(Name and Title of Authorized Representative) (typed)		
				Agent must be approved by the MS Ins Dept <a href="https://www.mid.ms.gov">https://www.mid.ms.gov</a>		

☐ Check if Mississippi Licensed Agent  
 OR Countersign by Mississippi Licensed Agent MID Lic # \_\_\_\_\_

**Division 0**

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## CERTIFICATE OF INSURANCE INSTRUCTIONS

### SECTION 00650

1. The *Certificate of Insurance* is a tabulation of insurance required for this Project as specified in Article 11 entitled *Insurance and Bonds* in the General Conditions (AIA Document A201, Sixteenth Edition, 2007).
2. The *Certificate of Insurance* must be completed, certified by the original signature of a Mississippi Licensed Insurance Agent and/or countersignature, dated, and bound in each set of the Contract Documents. Insurance Companies providing coverage and Agent and/or Countersignature Agent must be approved by the Mississippi Insurance Department on their web at [http://www.mid.state.ms.us/licapp/search\\_main.aspx](http://www.mid.state.ms.us/licapp/search_main.aspx) <https://www.mid.ms.gov> (or most up-to-date link). (Agent does not have to be on the MID web “for providers necessarily” – but must be an approved Agent on MID web. Easier to locate Agent at MID when name agrees with MID licensed name.)
3. Indicate Insured, Project, Companies providing coverage, policy numbers and policy periods in the blanks as applicable.
4. If the "OWNERS/CONTRACTORS PROTECTIVE LIABILITY" insurance is part of the Commercial General Liability Insurance Policy, or included by endorsement, indicate the policy number and period of the CGL policy in the "OWNERS/CONTRACTORS PROTECTIVE LIABILITY" blank spaces.
5. Automobile Liability Insurance may be provided which covers Bodily Injury and Property Damage in one (1) Combined Single Limit, or may be provided with separate minimum limits as shown on the Certificate of Insurance and specified in Article 11 of the Supplementary Conditions. The person signing the Certificate of Insurance should show which option the Contractor has selected by marking out the coverage that is not provided under the policies indicated.
6. OTHER INSURANCE (if required) will be indicated by typing in the "OTHER" block and detailed in Article 11 of the Supplementary Conditions.
7. CERTIFICATION wording may not be changed without specific written approval from the Owner.
8. "Riders", Binders, TBA, TBD, or other unsolicited attachments, are not allowed as part of the *Certificate of Insurance* unless specifically requested in writing by the Owner, or specified as part of the requirements for this Project.
9. CAUTION: The *Certificate of Insurance* is intended to be used for all Projects. The Contractor must provide all insurance specified in the Contract Documents for this Project, whether indicated on this form, or not. The Contractor must verify all insurance has been provided as required.
10. In accepting the Insurance Certificate by Owner, it would be helpful if some indication is given when, and if, the Provider is a Surplus Line Carrier, a Broker, or Self Insured (because they may not be on the MID web list referenced herein). (The Owner will have to ask MID (or know) at some point.)
11. The Workers Comp insurance provider must be approved and show up on the Workers Comp web at <http://www.mwcc.state.ms.us / Services / Proof of Coverage Inquiry / accept / etc.> and at the last step – enter the “contractor’s name”.

Note: Regarding #2 and #11. At the MID web – you enter the Surety Company / Provider / Agent. At the MWWC web – you enter the Vendor’s name, then click on the policy number to see the MWWC Ins Provider.

\*\*\* END OF SECTION \*\*\*

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Division 0

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# **GENERAL CONDITIONS**

## **SECTION 00700**

### **PART 1 - GENERAL**

#### **1.01 DESCRIPTION**

- A. **SCOPE:** The **General Conditions of the Contract for Construction**, AIA Document A201, Sixteenth Edition, 2007, Articles 1 through 15 inclusive, is a part of this Contract and is incorporated herein.
- B. **BIDDING COPY:** For the purpose of bidding, Contractors are presumed to be familiar with AIA Document A201, a copy of which may be obtained from the Professional, or examined in the Professional's office.

**\*\*\* END OF SECTION \*\*\***